



# Central Termite & Pest Control, INC

P.O. Box 17326  
Little Rock, AR 72222-7326

Existing  New  
 Y  N

Date \_\_\_\_\_ Product \_\_\_\_\_  
EPA# \_\_\_\_\_ Type \_\_\_\_\_

## Subterranean Termite Service Agreement

(Excludes Formosan Termites)

Type of License: Category 1

License # 824

CONTRACT NO. \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PROPERTY ADDRESS OF STRUCTURE(S) TREATED:

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUILDING(S) TREATED: PRIMARY RESIDENCE

### GENERAL CONDITIONS:

This contract between Company and Customer covers only the primary structure listed above. (No fences, detached garages, outbuildings, or decks or other building or construction at the above address are covered by this contract unless specified in writing.)

This structure will be treated below first floor level only for Eastern Subterranean termites (Reticulitermes).

NOTE: All references to termites apply only to native eastern subterranean termites. This contract does not provide protection from or coverage for any other wood destroying organism, insect or any pest, including Formosan termites.

### NEW JOB

For the sum of \$\_\_\_\_\_. Central will provide the necessary service to protect the identified structure(s) against the infestation of native eastern subterranean termites. This contract does not cover any infestation of, or damage by, any other wood destroying organism other than those identified here above. **THIS CONTRACT IS VOID WITHOUT AN ATTACHED COMPLETED GRAPH OF THE TREATED STRUCTURE.** This contract may be renewed annually, as specified in Paragraph 3 below, for a maximum of ten (10) renewals.

### COMPANY AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 1. SELECTION OF TREATMENT

Central Termite agrees to apply a standard stand-alone treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the directions of the manufacturers of the chemicals. U.S. EPA approved labels and the requirements of federal and state laws and regulations.

#### 2. PERFORMING THE WORK

Central Termite agrees to perform in a workmanlike manner. Central Termite will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants, or animals.

#### 3. RENEWAL FEE & INSPECTION

Central Termite will perform a visual inspection of the structure(s) annual for a renewal fee of \$\_\_\_\_\_. The inspection will be readily accessible areas. Central Termite will not open walls, remove floor coverings, or move furniture. This contract will renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to the anniversary date, of its election not to renew the contract. Central Termite reserves the right to adjust the renewal fee annually. Customer shall have the right to terminate this Contract, notwithstanding the thirty (30) day notice requirement, upon receipt of Company's notice of increase in fees. After the expiration of the fifth renewal date, Central Termite reserves the right to retreat the said property at the owners, expense. Renewal fee will not be accepted by the Company unless the annual inspection has been performed by the Company representative.

#### 4. CONDITIONS CONDUCIVE TO INFESTATION

Customer warrants full cooperation with Central Termite Company during the term of this contract, and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, or standing water under pier type structure. Customer also agrees to notify Company of and to eliminate faulty plumbing leaks, and dampness from drains, condensation or leaks from the roof or otherwise onto, or under said area(s) treated. Specifically, if faulty roofs are the cause of creating termite damage in any form, the cost of repairs will be the sole responsibility of the owner and NOT Central Termite. Central Termite reserves the right to terminate this contract if Customer fails to correct any condition, including, but not limited to, the conditions listed above, which contribute or may contribute to infestation. Central Termite is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. Central Termite shall be released from any further obligation under the Contract upon notice of termination to Customer. Failure of Central Termite to note herein any of the above conditions to Customer does not alter Customer's responsibility under this paragraph, or waive Central Termite's right to terminate this Contract.

#### 5. ADDITIONS OR ALTERATIONS

This Contract covers the structure(s) identified above as of the date of the initial treatment. Prior to the structure(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, Customer will immediately notify Central Termite in writing. Such additions may result in the need for additional treatment of the premises. Central Termite reserves the right to terminate this Contract if Customer fails to notify Central Termite of any modification, alteration, or change to any structure(s) or soil around the foundation of any structure(s) Additional services because, of any addition or alteration shall be provided by Central Termite at Customer's expense, and may require an adjustment in the annual renewal fee at the option of the Company.

#### 6. CHANGE IN LAW

This contract shall be interpreted, regulated or adjudicated in accordance with applicable federal, state, and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state, or local law or regulation change regarding the company's services or treatment, Central Termite is authorized to take whatever steps are necessary to be in compliance with said laws.

#### 7. NON-PAYMENT

Customer agrees to pay Central Termite invoices upon receipt. Central Termite reserves the right to terminate this Contract if payment is not received within thirty (30) days of the invoice.

#### 8. EXISTING DAMAGE

Central Termite is not responsible for the repair of either visible damage (noted on attached graph) or of hidden damage existing as of the date of this Contract. The attached graph covers only those areas that were visible, accessible and unobstructed at the time of inspection and does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, ceilings, furniture, equipment, appliances, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure. Because damage may be present in areas which are inaccessible to a visual inspection. Central Termite does not guarantee that the damage disclosed on the attached graph represents all of the existing damage as of the date of this Contract. The graph is not to scale.

**9. DAMAGE**

Central Termite shall not be responsible for (1) any past or existing damage to the structure(s) or its contents at the date of this Contract caused by wood destroying organisms or insects whether visible or hidden. (2) Any cost or expenses incurred by Customer as a result of damage. (3) Any damage caused by or related to any of the conditions described in Paragraph 4 above. If at any time termite damage is discovered and the Company is liable for said damage, the damage will be repaired by the Company personnel, or sub-contractor as Central desires. At no time will the Customer make repairs to damage without the Company inspecting and having found damage and agreeing with Customer to proceed with repairs. Any repairs made without the consent of the Company will be the sole responsibility of representative at the expense and direction of the Company with the total repair and retreatment obligation to the Company limited to \$100,000.00. Central Termite's obligation to perform under this paragraph shall arise only if all the conditions herein are met. **THE COMPANY WILL NOT REPAIR ANY HIDDEN DAMAGE DISCOVERED AFTER CONTRACT DATE UNLESS LIVE INFESTATION IS FOUND. The Company will not repair any existing damage identified on the graph attached hereto.**

**10. NOTICE OF CLAIMS, ACCESS TO PROPERTY**

Any claim under the terms of the Contract must be made immediately in writing to the Company. The Company is only obligated to perform under this Contract if the Customer allows Central Termite to access identified structure for any purpose contemplated by the Contract including, but not limited to, reinspection, whether the inspection was requested or considered necessary by the Customer or required by the Contract and requested or considered necessary by the Company.

**11. ENTIRE CONTRACT**

Attachment(s), if any, together with this contract signed by Company and Customer at the time the Contract is entered into, constitutes the entire Contract between the parties and no other representations or statement, whether oral or written, will be binding upon the parties.

**12. DISCLAIMER**

- A. Central Termite's liability under this Contract will be terminated if Company is prevented from fulfilling its responsibilities under the terms of this Contract by circumstances or causes beyond the control of the Company.
- B. This Contract specifically excludes protection from Formosan termites. This Contract only provides protection for Eastern Subterranean Termites (Reticulitermes).
- C. Company disclaims any liability for special, incidental, or consequential damage. THERE ARE NO GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13. BINDING ARBITRATION**

In the event of a dispute between Company and/ or its employees and Customer arising out of or relating to this Contract, including but not limited to, the interpretation of the terms and conditions of this Contract, the making of the Contract, or breach of any provision of this Contract, the parties hereby expressly agree to submit their dispute to binding arbitration they are effectively waiving their right to trial by Jury as means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this Contract in an effort to resolve such dispute(s) quickly and to avoid litigation. Judgement upon such arbitration award may be entered in any court having jurisdiction.

For Company \_\_\_\_\_ Customer's Initials \_\_\_\_\_

**14. TRANSFERABILITY**

This Contract shall terminate upon transfer of ownership of the described structure(s). A new Contract may be issued by Central Termite to a new Purchaser provided the new Purchaser signs a Contract as Purchaser and signs a graph showing condition of structure(s) at transfer, a fee is paid to cover administrative costs of transfer, the term of the Contract will be extended to one full year upon payment of the renewal fee established by the Company.

**15. TERMINATION**

Central Termite's liability under this Contract shall be terminated and Company will be excused from the performance of any obligations under this Contract should Company be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond its control, including, but not limited to, acts of war, whether declared or undeclared, acts of duly constituted government authority, strikes, acts of God or refusal of Customer to allow Company access to the structure(s) for the purpose of reinspecting or carrying out the terms and conditions of this Contract.

**16. SEVERABILITY**

If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract shall remain in full force and effect.

**17. SPECIFIC EXCLUSIONS**

The Contract does not cover and Central Termite will NOT be responsible for:

- 1.) Damage resulting from moisture conditions. Including, but not limited to, fungus, whether visible or not.
- 2.) Damage resulting from wood in direct contact with the soil, whether visible or not.
- 3.) Damage resulting from stucco, EIFS and/or rigid foam board and or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
- 4.) Damage resulting from masonry failure or grade alteration(s).
- 5.) Personal expenses such as lodging, meals, transportation, etc., incurred as a result of treatment, retreatment and/or damage repair.
- 6.) Personal property of any nature damaged by termite activity, whether active or old damage, is excluded from this Contract.

These specific exclusions are in addition to the other exclusions contained in this contract.

For Company \_\_\_\_\_ Customer's Initials \_\_\_\_\_

**18. CUSTOMER SENSITIVITY**

Customer must notify Company in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Central Termite reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waiver of any claims against Central Termite in connection with such sensitivity.

By signing this Contract, I the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract, and the attached graph, with all its terms and conditions without limitations, and it being specifically understood that the Company and the undersigned are bound only by the terms of this Contract and not by any other representation(s), oral or otherwise.

Date \_\_\_\_\_ Customer(s) Signature(s) \_\_\_\_\_ Phone # \_\_\_\_\_

Date \_\_\_\_\_ Authorized Company Agent \_\_\_\_\_

**BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**